

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
RFP Solicitation No. 3000002960

EQUIPMENT MANAGEMENT PROGRAM

Statewide

Advertisement Date  
December 5, 2014

Proposal Submission Deadline:  
Monday, January 5, 2015 by 3:00 p.m. CST

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## **1.0 GENERAL INFORMATION**

### ***1.1 Purpose***

See **Attachment I: 1. Overview** for Purpose details.

### ***1.2 Background***

See **Attachment I: 2. Tasks and Services** for Background details.

### ***1.3 Scope of Services***

See **Attachment I: Scope of Services**.

### ***1.4 Performance Goals and Measures***

#### **Goals and Objectives:**

This project seeks to establish a contract to create an equipment revolving fund to reduce maintenance/operating costs by utilizing a comprehensive equipment management program for the acquisition of various LADOTD assets. In support of this endeavor and to maximize the replacement cycle efficiency and equipment revenue potential, the State seeks an experienced firm to assist in establishing an equipment revolving fund and to plan and implement an equipment management program.

#### **Performance Measures:**

See **Attachment I: 5. Project Requirements** for Performance Measures details that the DOTD requires of the Contractor.

### ***1.5 Monitoring Plan***

See **Attachment I: 5. Project Requirements** for Monitoring Plan details that the DOTD requires of the Contractor.

### ***1.6 Project Manager***

A Project Manager has been named and that information will be provided to the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about - **February 15, 2015** and to continue through **February 14, 2018**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

**DOTD reserves the right to cancel Contract per Termination provisions (Item 4: 4.1, 4.2, or 4.3) detailed in Attachment IV (Sample Contract).**

### ***2.2 Pre-proposal Conference***

**NOT APPLICABLE FOR THIS SOLICITATION**

### 2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857** or **Email [contractservices@la.gov](mailto:contractservices@la.gov)** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245  
Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989  
**Fax: 225-379-1857**  
[contractservices@la.gov](mailto:contractservices@la.gov)

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/BWebView?OpenPage> and <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> or in printed form by submitting a written request to the RFP Coordinator.

The DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 p.m. CST** on the date specified in the Schedule of Events. *DOTD's email computer server clock will be considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services <http://webmail.dotd.state.la.us/agrestat.nsf/BWebAddendums?OpenPage> and LaPAC websites <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> as an Addendum to the RFP by the deadline shown in the Schedule of Events.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the DOTD. Any communications from any other individuals are not binding to the DOTD.

### 2.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Contractor-the successful proposer who is awarded a contract.
- E. Proposer-an individual or organization submitting a proposal in response to an RFP.

- F. VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation
- G. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.

**2.5 Schedule of Events**

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	December 5, 2014
Deadline for receipt of Written inquiries	December 12, 2014 @ 3:00 PM CST
Issue responses to Written inquiries	December 19 ,2014
Deadline for receipt of Proposals	January 5, 2015 @ 3:00 pm CST
Oral Interview/Presentation (if applicable)	January 12, 2015 (on or about)
Announce Award of Contractor Selection	January 23, 2015 (on or about)
Contract Execution	February 2, 2015 (on or about)

**NOTE: DOTD reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.**

**3.0 PROPOSAL INFORMATION**

**3.1 Highly Desirable Qualifications of Proposer**

The Proposer shall at minimum possess the following qualifications at the time of proposal submittal:

- One Principal of the Proposer, either as an employee or a subcontractor, must be an individual with documented experience in working with a state legislature to have enabling legislation passed for transportation projects.
- The Proposer must employ at least one person who has a proven record of successfully establishing and operating an Equipment Revolving Fund for a state Department of Transportation, or a governmental agency of similar size and complexity.
- The Proposer must employ at least one person with a minimum of five years of experience in implementing and administering an Equipment Management Program for a state Department of Transportation, or a governmental agency of similar size and complexity.
- The Proposer must have the following personnel:
  - **Principal:** The Principal is the key duty holder, who shall ensure effective management and implementation of all phases of the project. The main function of the Principal shall be properly manage and co-ordinate work during all phases in order to ensure that all deliverables are satisfactorily met. The principal must have at least five (5) years of experience in transportation or equipment/fleet management.
  - **Equipment Management Administrator:** The Equipment Management Administrator’s primary duty shall be to review all units of DOTD equipment and to determine when such equipment should be replaced based on an optimum replacement cycle that considers the cost as well as productivity and reliability. The Administrator shall study both the replacement

cost and salvage value, along with operating, maintenance, and fuel cost at differing cycles and reliability. The Equipment Management Administrator must have at least five (5) years of experience in transportation or equipment/fleet management.

### ***3.1.1 Desired Qualifications of Proposer***

It is highly desirable that the Proposer should possess the following qualification at the time of proposal submittal:

- The Proposer should employ on a full-time basis, at least one person with at least five years of experience in the use and programming of computer database programs using an IBM IMS or similar operating system.
- The Proposer should have the following personnel:
  - **Project Manager:** The Project Manager will work directly with the DOTD Project Manager to coordinate the assignments of the project, monitor the status of the project to completion, and provide scheduled updates to DOTD. The Project Manager will be responsible for verifying and approving all invoices for services and ensure all required documentation is submitted with each invoice.
  - **Technician:** The duty of the Technician shall be to assist the DOTD Project Manager in collecting and managing the data for the new Equipment Management Program as it is developed. The Technician shall verify that the current database design and reports are adequate to monitor the program. The Technician shall ensure that all information is captured in a way it can provide information to users. The Technician must have at least three (3) years of experience with SAP or similar Enterprise Resource Planning (ERP) Systems.
  - **Clerical:** Clerical duties shall be to provide general office support that assist in the functioning of other work categories and in providing DOTD with timely and professional reports and documents.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### ***3.2 Determination of Responsibility***

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### ***3.2.1 Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

### ***3.3 RFP Addenda***

DOTD reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/BWebAddendums?OpenPage>

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### ***3.4 Waiver of Administrative Informalities***

DOTD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### ***3.5 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

### ***3.6 Withdrawal of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### ***3.7 Subcontracting Information***

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, proposers should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be

required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the DOTD, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the DOTD.

### ***3.8 Ownership of Proposal***

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

### ***3.9 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.10 Cost of Preparing Proposals***

DOTD shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP shall entirely be the responsibility of the Proposer, and shall not be reimbursed in any manner by DOTD.

### ***3.11 Errors and Omissions in Proposal***

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

### ***3.12 Contract Award and Execution***

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds *ten business days* or if the selected proposer fails to sign the final contract within *ten business days* of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

### **3.13 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00p.m. CST on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Alan A. Dale, P.E.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, Louisiana 70802-4338  
Telephone: (225) 379-1989  
Fax: (225) 379-1857

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason, are not received timely, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000002960 and Project Name: Equipment Management Program** and shall be submitted **prior to 3:00 p.m. CST on Monday, January 5, 2015.**

The DOTD requests that **One Original (stamped "original")** and **five** copies of the proposal along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) be submitted to the RFP Coordinator at the address specified.

The Original, stamped "Original" of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed should match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

### **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

### **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **4.4 Technical and Cost Proposal**

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

### **4.5 Certification Statement**

The proposer shall sign and submit the Certification Statement shown in Attachment III.

## **5.0 PROPOSAL CONTENT**

### **5.1 Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of *one year* from the date of submission. This section should include a summary of the Proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. *The Proposer should address the specific language in Attachment IV Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek.* While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

### **5.2 Corporate Background and Experience**

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the Minimum qualifications in Section 3.1.

#### **5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation, (if applicable)**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned

and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), ***a description of the work each will perform, and the dollar value or percentage of work for each subcontract.***

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

### ***5.3 Proposed Project Staff***

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the minimum qualifications in Section 3.1.

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

### ***5.4 Approach and Methodology***

**The Proposer should provide:**

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- Its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Its approach for defining system and data security.
- Areas of project risk and procedures to mitigate these risks.
- The methodology to be utilized for system design.
- How each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

### ***5.5 Cost Information***

Proposers shall use Attachment II, Price Proposal for providing billable hourly rates per Work Category. The hourly billable rates shall include all expenses, including travel expenses. The Proposer shall provide the total cost for Phases I, II, and III of the project (inclusive of travel and all project expenses) for providing all services described in the Scope of Services. For information

purposes, the Proposer shall provide the total estimated number of hours, by category, for the Proposer's project staff, the billing rate by work category, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable). **No other Work category shall be allowed other than those listed in Attachment II.**

Each proposer must submit a price proposal using Attachment II, Price Proposal. **No other format shall be acceptable. Proposals not including a Price Proposal shall be disqualified.** If a proposer identifies deficiencies or errors in this format, Proposer should submit a written inquiry/question prior to the deadline of written inquiries. (See 2.3 Proposer Inquiries).

Only Attachment II, Price Proposal will be considered in evaluating the price proposal. The Proposer shall not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

## **6.0 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the DOTD, which will determine the proposal most advantageous to the DOTD, taking into consideration price and the other evaluation factors set forth in the RFP.

### **6.2 Administrative and Mandatory Screening**

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

### **6.3 Clarification of Proposals**

DOTD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **6.4 Oral Presentations/Discussions May be required**

The DOTD requires all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

Proposers who are reasonably susceptible of receiving an award will be notified by email with time, date and location for Oral presentation. Proposers shall include their email address in their proposal. During the presentations, each Proposer will be given forty (40) minutes for the Oral presentation and an additional 20 minutes to answer any questions.

The Oral presentations should include/outline the following points (Each item's weight to the overall presentation is shown in parentheses):

- 1) Proposer's knowledge and understanding of the task (3).
- 2) Proposer's demonstration experience, knowledge, and expertise to perform the work (3).
- 3) Concepts & methods to control/manage project costs and schedule (2).
- 4) Concepts & methods to control administrative and management costs (2).
- 5) Concept of Equipment Management Program (2).

- 6) Proposers team qualities and attributes to be brought to bear on the task (1).
- 7) Proposers force requirements throughout the task (1).
- 8) Other points that the Proposers wishes to be considered in the evaluation (1).

### **6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Each proposal shall be rated for Criteria **one** through **three**, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Criteria 5 - Cost shall be rated as follows: The proposer with the lowest grand total for Phase I, II and III shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Grand Total for Phase I, II, and III} \times 25}{\text{Proposer's Grand Total for Phase I, II, and III Rate}}$$

Criteria 6 – Oral Presentation evaluation will be based on a numerical rating process (0-15). Each member of the evaluation team will individually rate each evaluation criterion listed in Oral Presentations Section 6.4 as weighted and assign numerical ratings as defined below:

To receive a rating of 12-15, the presentation and proposal must **significantly exceed** the stated objectives/requirements and demonstrate an exceptional understanding of the goals and objectives of the Program with an outstanding level of quality and no weaknesses.

To receive a rating of 6-11, the presentation and proposal must **exceed** the stated objectives/requirements and demonstrate an understanding of the goals and objectives of the Program. Strengths outbalance any minor weaknesses that may exist.

To receive a rating of 1-5, the presentation and proposal must **meet** the stated objectives/requirements and demonstrate an understanding of the goals and objectives of the Program. There are minor weaknesses that can be overcome.

The presentation and proposal will receive a rating of 0 on any of the individual evaluation criterion for failing to meet the stated objectives/requirements and demonstrate an understanding of the goals and objectives of the Program. There are excessive and significant weaknesses.

The Proposer's Oral presentation (Criteria 6) will be scored, and will be added to the Proposer's score for Categories 1-5 to determine a total point score.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Approach and Methodology	<b>20</b>
2. Corporate Background Experience	<b>15</b>
3. Proposed project Staff	<b>15</b>
4. Hudson/Veteran Small Entrepreneurship Program	<b>10</b>
5. Cost	<b>25</b>
6. Proposer's Oral presentation, if applicable	<b>15</b>
<b>TOTAL SCORE</b>	<b>100</b>

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary on the basis of the responsive and responsible proposer with the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

***6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points:**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

## **6.6 *Announcement of Contractor***

The DOTD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 *Vendor Registration***

DOTD strongly encourages contractors to register on the LaPac website.

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

**It is highly advisable to register a minimum of one if not more of the following product category codes**

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

### **7.2 *Corporation Requirements***

Prior to the award of the contract, if the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

Prior to the award of the contract, if the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### ***7.3 Compensation***

Compensation to the Contractor for the services rendered for Phases I, II, and III of the contract shall be hourly billable rate per work category with a maximum compensation limitation.

### ***7.4 Billing and Payment***

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of the **LADOTD Maintenance Management Administrator**.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

Ten percent (10%) of fees approved by **LADOTD Maintenance Management Administrator** to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### ***7.5 Contract Terms & Conditions***

The proposer shall be required to enter into a Contract with DOTD that is substantially the same as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

### ***7.6 Confidentiality***

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

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## ATTACHMENT I: SCOPE OF SERVICES

### **1. Overview**

The Contractor shall assist DOTD with the implementation of an Equipment Revolving Fund and an Equipment Management Program which shall be used for the acquisition of DOTD equipment statewide. The Contractor shall not subcontract the specified services without the prior written agreement of DOTD.

### **2. Tasks and Services**

The project calls for the completion of tasks in three phases (Phases I, II and III) which shall result in the implementation of an Equipment Revolving Fund. **However, if enabling legislation to establish the Equipment Revolving Fund is not passed by the Louisiana State Legislature as described in Phase I of this RFP, then Phases II and III shall not be completed under this contract.**

Presently, purchase, maintenance and repair of equipment in DOTD's inventory is paid for by yearly appropriations from the state legislature. Appropriations have varied widely from year to year which has resulted in inconsistent replacement of equipment and unpredictable useful lives for pieces of equipment. Establishment of an Equipment Revolving Fund shall allow funding to be in place to permit replacement of equipment at optimum times in the lives of the equipment. The optimum points for replacement of equipment shall be based on costs to own and operate each piece of equipment. Overall, an Equipment Revolving Fund shall permit DOTD to build a fleet which is reliable, efficient and cost effective.

#### **PHASE I**

The Contractor shall prepare a short report explaining how a successful revolving equipment fund would function. The report must also outline the steps for enabling legislation, determining optimum replacement rates, and implementing a working revolving fund.

The Contractor shall then work in conjunction with the DOTD to develop a draft legislation for the Louisiana DOTD to enable the establishment of an Equipment Revolving Fund. In this endeavor, the Contractor shall advise the DOTD of successful concepts and strategies.

When draft legislation has been prepared, the Contractor shall advise and assist DOTD personnel in preparing testimony before legislative committees and subcommittees, in presenting to the legislative committees the benefits to be achieved from the establishment of an Equipment Revolving Fund, and in answering questions posed by members of the Louisiana State Legislature. In the performance of these tasks, the Contractor shall not lobby any member of the Louisiana State Legislature.

For all tasks in Phase I of the project, the Contractor shall furnish personnel who have a proven record of successfully establishing and operating an Equipment Revolving Fund in a state highway department, or a governmental agency of similar size and complexity.

## **PHASE II**

The Contractor shall develop and deliver to the DOTD all the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting and SAP systems of DOTD, the constraints of the enabling legislation, and the DOTD's requirements for operations.

To accomplish these objectives, the Contractor shall study the elements of DOTD's existing Master Equipment File and shall identify elements which need to be expanded in order to produce the data needed to support the Equipment Management Program.

All units of equipment shall be reviewed with emphasis on making sure the units shall be grouped into classifications that provide the same function and have similar operation and replacement cost. In the next step, the Contractor shall review shop procedures and shop cost to determine how these costs shall be captured at the unit level. The Contractor shall also look at other costs of operating the unit of equipment in order to establish an operating rate for that class of equipment. The Contractor shall analyze the capabilities of the current SAP system and verify that the system shall capture all of this information at the unit level, as well as the series or classification group that has been predetermined as having like function, operating and replacement cost.

This study shall be conducted at each DOTD District level and operating rates established at the DOTD District level to encourage the DOTD District Managers to look at their operation as it relates to their rates.

The next step shall be to study each classification to determine when such equipment should be replaced based on an optimum replacement cycle that considers the cost as well as productivity and reliability. The Contractor shall study both the replacement cost and salvage value, along with operating, maintenance, and fuel cost at differing cycles and reliability. These evaluations shall be calculated by an effective computer program to provide information as to the success of the program and help to determine where changes should be made in the future. In this endeavor, as well, the Contractor shall not furnish or purport to furnish computer software of any kind to DOTD; rather, the Contractor shall only advise DOTD of successful concepts and strategies. DOTD will then decide which of the concepts are in the best interest of the Department, and will then advise the Contractor on which strategy/strategies will be taken to the next Phase.

The Contractor shall provide the necessary personnel to work with and assist the Equipment Manager and DOA Information and Technology in revising the present Equipment Management Program to collect and manage the data for the new program as it is developed.

This task shall verify that the database design and reports are adequate to monitor the program. The database shall allow for changes and additions to/deletions from the system as needed for changes in equipment type, as well as new classifications of equipment. If the system requires any changes, DOTD personnel must approve each alteration as it develops.

Phase II shall take no longer than six months after legislation is passed to allow the DOTD to implement the program. However, if enabling legislation to establish the Equipment Revolving

Fund is not passed by the Louisiana State Legislature as described in Phase I, then Phases II and III shall not be completed under this contract.

### **PHASE III**

The Contractor shall assist in implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD. This shall include:

- Working with the DOTD Secretary and Staff to ensure that reports are available to monitor the results of the program
- Working with the DOTD State Equipment Engineer and his Staff, to ensure that they have proper reports and know how to adjust to changes
- Working with the Division of Administration (DOA) Information and Technology sections that manage equipment operations to ensure that all information is captured in a way it can be used to provide information to users
- Working with the DOTD District Engineers and their Staffs to ensure they understand how the program works and providing information to help them to see how the ownership and operating cost affects their operations
- Working with various DOTD Department Heads who are involved in any equipment operations to ensure they have information available to monitor the system
- Providing information and assisting in public relations activities with the Administration, media, legislators and others to demonstrate the value of the system and how it will improve the efficiency of DOTD.

### **3. *Functional Requirements***

The Contractor shall then work in conjunction with the DOTD to develop a draft legislation for the Louisiana DOTD to enable the establishment of an Equipment Revolving Fund. In this endeavor, the Contractor shall advise the DOTD of successful concepts and strategies.

When draft legislation has been prepared, the Contractor shall advise and assist DOTD personnel in preparing testimony before legislative committees and subcommittees, presenting to the legislative committees the benefits to be achieved from the establishment of an Equipment Revolving Fund, and answer questions posed by members of the Louisiana State Legislature.

The Contractor shall develop and deliver to the DOTD all the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting and SAP systems of DOTD, the constraints of the enabling legislation, and the DOTD's requirements for operations.

The Contractor shall perform a study to determine when equipment should be replaced based on an optimum replacement cycle that considers the cost as well as productivity and reliability and advise DOTD of successful concepts and strategies. The Contractor shall study both the replacement cost and salvage value, along with operating, maintenance, and fuel cost at differing cycles and reliability.

The Contractor shall assist in implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD.

#### **4. *Technical Requirements***

The Contractor shall analyze the capabilities of the current SAP system in Phase II and verify that the system can capture all of this information at the unit level, as well as the series or classification group that has been predetermined as having like function, operating and replacement cost.

#### **5. *Project Requirements***

The services provided by the Contractor shall be evaluated to determine that the equipment revolving fund and equipment management program is provided in a timely and professional manner. The Contractor will provide the DOTD Project Manager, or designee, with a Monthly Project Report to monitor the status, progress, and quality of the Work performed, and to take proactive steps to ensure successful performance throughout the Project.

The State of Louisiana, Department of Transportation and Development, DOTD Project Manager or assignee(s) will monitor the performance of the Contractor by reviewing the Monthly Project Report submitted by the Contractor. The Contractor will also be required to ensure compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures. Contractor shall permit the State or its designee access to all original books, records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State.

DOTD will monitor the performance of the contractor by:

- Comparing deliverables and objectives to the monthly audit plan.
- Compare time required to collect, process and report data to previous procedure.
- Reviewing for accuracy all generated reports and compiled data.
- Feedback for the Contractors Audited.
- Reviewing data compiled by Contractor for timeliness and accuracy on a monthly basis.

#### **6. *Deliverables***

The Contractor shall provide the following deliverables:

Phase I – The Contractor shall provide the following:

- A short report explaining how a successful revolving equipment fund would function. The report must also outline the steps for enabling legislation, determining optimum replacement rates, and implementing a working revolving fund.
- A draft legislation for the Louisiana DOTD to enable the establishment of an Equipment Revolving Fund in conjunction with the DOTD Legal Division.
- A testimony to be given before legislative committees and subcommittees, in presenting to the legislative committees the benefits to be achieved from the establishment of an Equipment Revolving Fund.

Phase II – The Contractor shall provide the following:

- All the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting and SAP systems of DOTD, the constraints of the enabling legislation, and the DOTD’s requirements for operations.
- Phase II shall take no longer than six months after legislation is passed to allow the DOTD to implement the program.

Phase III – The Contractor shall assist in the implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD. This shall include:

- Working with the DOTD Secretary and Staff to ensure that reports are available to monitor the results of the program
- Working with the DOTD State Equipment Engineer and his Staff, to ensure that they have proper reports and know how to adjust to changes
- Working with the Division of Administration (DOA) Information and Technology sections that manage equipment operations to ensure that all information is captured in a way it can be used to provide information to users
- Working with the DOTD District Engineers and their Staffs to ensure they understand how the program works and providing information to help them to see how the ownership and operating cost affects their operations
- Working with various DOTD Department Heads who are involved in any equipment operations to ensure they have information available to monitor the system
- Providing information and assisting in public relations activities with the Administration, media, legislators and others to demonstrate the value of the system and how it will improve the efficiency of DOTD.

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

## *7 Contractor Staff*

*The Contractor shall provide the following staff classifications with the highly desirable and desirable qualifications described in 3.1 and 3.1.1.*

- **Principal:** The Principal is the key duty holder, who shall ensure effective management and implementation of all phases of the project. The main function of the Principal shall be properly manage and co-ordinate work during all phases in order to ensure that all deliverables are satisfactorily met. The principal must have at least five (5) years of experience in transportation or equipment/fleet management.
- **Equipment Management Administrator:** The Equipment Management Administrator’s primary duty shall be to review all units of DOTD equipment and to determine when such equipment should be replaced based on an optimum replacement cycle that considers the cost

as well as productivity and reliability. The Administrator shall study both the replacement cost and salvage value, along with operating, maintenance, and fuel cost at differing cycles and reliability. The Equipment Management Administrator must have at least five (5) years of experience in transportation or equipment/fleet management.

- **Project Manager:** The Project Manager will work directly with the DOTD Project Manager to coordinate the assignments of the project, monitor the status of the project to completion, and provide scheduled updates to DOTD. The Project Manager will be responsible for verifying and approving all invoices for services and ensure all required documentation is submitted with each invoice.
- **Technician:** The duty of the Technician shall be to assist the DOTD Project Manager in collecting and managing the data for the new Equipment Management Program as it is developed. The Technician shall verify that the current database design and reports are adequate to monitor the program. The Technician shall ensure that all information is captured in a way it can provide information to users. The Technician must have at least three (3) years of experience with SAP or similar Enterprise Resource Planning (ERP) Systems.
- **Clerical:** Clerical duties shall be to provide general office support that assist in the functioning of other work categories and in providing DOTD with timely and professional reports and documents.

**ATTACHMENT II**  
**PRICE PROPOSAL**

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**PHASE I**

I/We propose to furnish all labor, materials, equipment, travel, incidentals, etc. necessary to provide the scope of services as outlined in Phase I of this RFP for the hourly rates of:

<b>Work Category</b>	<b>Hourly Billable Rate</b>	<b>Estimated Hours</b>	<b>Total Cost</b>
Principal	\$		\$
Project Manager	\$		\$
Equipment Management Administrator	\$		\$
Technician	\$		\$
Clerical	\$		\$
<b>Total for Phase I</b>			\$

**PHASE II**

I/We propose to furnish all labor, materials, equipment, travel, incidentals, etc. necessary to provide the scope of services as outlined in Phase II of this RFP for the hourly rates of:

<b>Work Category</b>	<b>Hourly Billable Rate</b>	<b>Estimated Hours</b>	<b>Total Cost</b>
Principal	\$		\$
Project Manager	\$		\$
Equipment Management Administrator	\$		\$
Technician	\$		\$
Clerical	\$		\$
<b>Total for Phase II</b>			\$

**PHASE III**

I/We propose to furnish all labor, materials, equipment, travel, incidentals, etc. necessary to provide the scope of services as outlined in Phase III of this RFP for the hourly rates of:

<b>Work Category</b>	<b>Hourly Billable Rate</b>	<b>Estimated Hours</b>	<b>Total Cost</b>
Principal	\$		\$
Project Manager	\$		\$
Equipment Management Administrator	\$		\$
Technician	\$		\$

Clerical	\$		\$
<b>Total For Phase III</b>			\$

Phase I Total	\$
Phase II Total	\$
Phase III Total	\$
<b>Grand Total</b>	\$

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT III**  
**CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: (required) \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative \_\_\_\_\_ / \_\_\_\_\_ DATE

**ATTACHMENT IV: SAMPLE CONTRACT**

**CONTRACT SERVICES**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**EQUIPMENT MANAGEMENT PROGRAM  
STATEWIDE**

**PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:**

**Registration Link:**

<http://www.wprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

**It is highly advisable to register a minimum of one if not more of the following product category codes**

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

On this \_\_\_\_\_ day of \_\_\_\_\_, 20xx, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and [Contractor's name and legal address], hereinafter sometimes referred to as "Contractor", do hereby enter into a Contract under the following terms and conditions.

**1 SCOPE OF SERVICES**

***1.1 CONCISE DESCRIPTION OF SERVICES***

**PHASE I**

The Contractor shall prepare a short report explaining how a successful revolving equipment fund would function. The report must also outline the steps for enabling legislation, determining optimum replacement rates, and implementing a working revolving fund.

The Contractor shall then work in conjunction with the DOTD to develop a draft legislation for the Louisiana DOTD to enable the establishment of an Equipment Revolving Fund. In this endeavor, the Contractor shall advise the DOTD of successful concepts and strategies.

When draft legislation has been prepared, the Contractor shall advise and assist DOTD personnel in preparing testimony before legislative committees and subcommittees, in presenting to the legislative committees the benefits to be achieved from the establishment of an

Equipment Revolving Fund, and in answering questions posed by members of the Louisiana State Legislature. In the performance of these tasks, the Contractor shall not undertake to lobby any member of the Louisiana State Legislature.

For all tasks in Phase I of the project, the Contractor shall furnish personnel who have a proven record of successfully establishing and operating an Equipment Revolving Fund in a state highway department, or a governmental agency of similar size and complexity.

## **PHASE II**

The Contractor shall develop and deliver to the DOTD all the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting and SAP systems of DOTD, the constraints of the enabling legislation, and the DOTD's requirements for operations.

To accomplish these objectives, the Contractor shall study the elements of DOTD's existing Master Equipment File and shall identify elements which need to be expanded in order to produce the data needed to support the Equipment Management Program.

All units of equipment shall be reviewed with emphasis on making sure the units shall be grouped into classifications that provide the same function and have similar operation and replacement cost. In the next step, the Contractor shall review shop procedures and shop cost to determine how these costs shall be captured at the unit level. The Contractor shall also look at other costs of operating the unit of equipment in order to establish an operating rate for that class of equipment. The Contractor shall analyze the capabilities of the current SAP system and verify that the system shall capture all of this information at the unit level, as well as the series or classification group that has been predetermined as having like function, operating and replacement cost.

This study shall be conducted at each DOTD District level and operating rates established at the DOTD District level to encourage the DOTD District Managers to look at their operation as it relates to their rates.

The next step shall be to study each classification to determine when such equipment should be replaced based on an optimum replacement cycle that considers the cost as well as productivity and reliability. The Contractor shall study both the replacement cost and salvage value, along with operating, maintenance, and fuel cost at differing cycles and reliability. These evaluations shall be calculated by an effective computer program to provide information as to the success of the program and help to determine where changes should be made in the future. In this endeavor, as well, the Contractor shall not furnish or purport to furnish computer software of any kind to DOTD; rather, the Contractor shall only advise DOTD of successful concepts and strategies. DOTD will then decide which of the concepts are in the best interest of the Department, and will then advise the Contractor on which strategy/strategies will be taken to the next Phase.

The Contractor shall provide the necessary personnel to work with and assist the Equipment Manager and DOA Information and Technology in revising the present Equipment Management Program to collect and manage the data for the new program as it is developed.

This task shall verify that the database design and reports are adequate to monitor the program. The database shall allow for changes and additions to/deletions from the system as needed for changes in equipment type, as well as new classifications of equipment. If the system requires any changes, DOTD personnel must approve each alteration as it develops.

Phase II shall take no longer than six months after legislation is passed to allow the DOTD to implement the program. However, if enabling legislation to establish the Equipment Revolving Fund is not passed by the Louisiana State Legislature as described in Phase I, then Phases II and III shall not be completed under this contract.

### **PHASE III**

The Contractor shall assist in implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD. This shall include:

- Working with the DOTD Secretary and Staff to ensure that reports are available to monitor the results of the program
- Working with the DOTD State Equipment Engineer and his Staff, to ensure that they have proper reports and know how to adjust to changes
- Working with the Division of Administration (DOA) Information and Technology sections that manage equipment operations to ensure that all information is captured in a way it can be used to provide information to users
- Working with the DOTD District Engineers and their Staffs to ensure they understand how the program works and providing information to help them to see how the ownership and operating cost affects their operations
- Working with various DOTD Department Heads who are involved in any equipment operations to ensure they have information available to monitor the system
- Providing information and assisting in public relations activities with the Administration, media, legislators and others to demonstrate the value of the system and how it will improve the efficiency of DOTD.

#### ***1.1.1 GOALS AND OBJECTIVES***

This project seeks to establish a contract to create an equipment revolving fund to reduce maintenance/operating costs by utilizing a comprehensive equipment management program for the acquisition of various LADOTD assets. In support of this endeavor and to maximize the replacement cycle efficiency and equipment revenue potential, the State seeks an experienced firm to assist in establishing an equipment revolving fund and to plan and implement an equipment management program.

The State of Louisiana, Department of Transportation and Development, DOTD Director of ITS or assignee(s) will monitor the performance of the Contractor by reviewing the Monthly Project Report submitted by the Contractor. The Contractor will also be required to ensure compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures. Contractor must provide the name and version of all financial software, program software, and inventory software used by Contractor for the program. Contractor must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data. Contractor shall permit the State or its designee access to all original books,

records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State.

DOTD will monitor the performance of the contractor by:

- Comparing deliverables and objectives to the monthly audit plan.
- Compare time required to collect, process and report data to previous procedure.
- Reviewing for accuracy all generated reports and compiled data.
- Feedback for the Contractors Audited.
- Reviewing data compiled by Contractor for timeliness and accuracy on a monthly basis.

### ***1.1.2 PERFORMANCE MEASURES***

The performance of the contract will be measured by the DOTD Project Manager, authorized on behalf of the DOTD, to evaluate the contractor's performance against the criteria in the Scope of Work and are identified as:

The services provided by the Contractor shall be evaluated to determine that the equipment revolving fund and equipment management program is provided in a timely and professional manner. The Contractor will provide the DOTD Project Manager, or designee, with a Monthly Project Report to monitor the status, progress, and quality of the Work performed, and to take proactive steps to ensure successful performance throughout the Project.

### ***1.1.3 MONITORING PLAN***

The DOTD Project Manager will monitor the services provided by the contractor and the expenditure of funds under this contract. The project manager will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

The State of Louisiana, Department of Transportation and Development, DOTD Project Manager or assignee(s) will monitor the performance of the Contractor by reviewing the Monthly Project Report submitted by the Contractor. The Contractor will also be required to ensure compliance with generally accepted accounting practices, including proper internal controls and segregation of duties for key fiscal job functions and procedures. Contractor shall permit the State or its designee access to all original books, records, invoices, and accounting procedures and practices of Contractor relevant to the program. Contractor shall retain all records for five years after last remittance to the State.

DOTD will monitor the performance of the contractor by:

- Comparing deliverables and objectives to the monthly audit plan.
- Compare time required to collect, process and report data to previous procedure.
- Reviewing for accuracy all generated reports and compiled data.
- Feedback for the Contractors Audited.
- Reviewing data compiled by Contractor for timeliness and accuracy on a monthly basis.

### ***1.1.4 DELIVERABLES***

The Contract will be considered complete when Contractor has delivered and DOTD has accepted all deliverables specified in the Scope of Services.

The following list describes the expected outcomes and timetables (where applicable) required to successfully perform each phase of the project:

Phase I – The Contractor shall have completed to the satisfaction of the Department:

- A short report explaining how a successful revolving equipment fund would function. The report must also outline the steps for enabling legislation, determining optimum replacement rates, and implementing a working revolving fund.
- A draft legislation for the Louisiana DOTD to enable the establishment of an Equipment Revolving Fund in conjunction with the DOTD Legal Division.
- A testimony to be given before legislative committees and subcommittees, in presenting to the legislative committees the benefits to be achieved from the establishment of an Equipment Revolving Fund.

Phase II – The Contractor shall have completed to the satisfaction of the Department:

- All the elements of a comprehensive Equipment Management Program that will be compatible with the overall accounting and SAP systems of DOTD, the constraints of the enabling legislation, and the DOTD's requirements for operations.
- Phase II shall take no longer than six months after legislation is passed to allow the DOTD to implement the program.

Phase III – The Contractor shall assist in the implementation of the Equipment Management Program by providing personnel to work with DOTD Personnel until the Program is functioning at a level satisfactory to DOTD. This shall include:

- Working with the DOTD Secretary and Staff to ensure that reports are available to monitor the results of the program
- Working with the DOTD State Equipment Engineer and his Staff, to ensure that they have proper reports and know how to adjust to changes
- Working with the Division of Administration (DOA) Information and Technology sections that manage equipment operations to ensure that all information is captured in a way it can be used to provide information to users
- Working with the DOTD District Engineers and their Staffs to ensure they understand how the program works and providing information to help them to see how the ownership and operating cost affects their operations
- Working with various DOTD Department Heads who are involved in any equipment operations to ensure they have information available to monitor the system
- Providing information and assisting in public relations activities with the Administration, media, legislators and others to demonstrate the value of the system and how it will improve the efficiency of DOTD.

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each, if applicable.

## **2 ADMINISTRATIVE REQUIREMENTS**

### ***2.1 TERM OF CONTRACT***

This Contract is tentatively scheduled to begin on or about \_\_\_\_\_, **2015** and to continue through \_\_\_\_\_, **2018**, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

### ***2.2 DOTD FURNISHED RESOURCES***

Mr. Trenton Mayeux will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### ***2.3 TAXES***

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax identification number \_\_\_\_\_.

## **3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS**

### ***3.1 COMPENSATION***

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on a billable rate(s) as defined in the chart below for a maximum limitation of \$\_\_\_\_\_ for the actual work performed.

### ***3.2 PAYMENT TERMS***

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of the Maintenance Management Administrator.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained

in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

## **4 TERMINATION**

### ***4.1 TERMINATION FOR CAUSE***

DOTD may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract provided that the Contractor shall give the DOTD written notice specifying the DOTD agency's failure and a reasonable opportunity for the state to cure the defect.

### ***4.2 TERMINATION FOR CONVENIENCE***

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

### ***4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS***

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **5 INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury*

*and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.* If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

## **7 FUND USE**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8 OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by DOTD shall remain the property of DOTD, and shall be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Contractor to DOTD, at Contractor's expense, at termination or expiration of this contract.

## **9 NON-ASSIGNABILITY**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

## **10 RIGHT TO AUDIT**

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of three (3) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

## **11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

## **12 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

## **13 COST RECORDS**

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through [www.transportation.org](http://www.transportation.org). Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

## **14 FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **15 SUBCONTRACTORS**

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractors duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the

Contractor to the DOTD for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **16 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

## **17 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or

damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **18 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **19 CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **20 SEVERABILITY**

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## **21 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **22 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and addenda issued and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONTRACTOR

\_\_\_\_\_  
Witness for First Party

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness for First Party

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_  
Division Head